



REQUEST FOR PROPOSALS No. 2022-01

**WATER METER RELACEMENTS AND ADVANCED METERING
INFRASTRUCTURE**

RFP Issue Date: Friday, May 6, 2022

Mandatory Pre-bid Meeting: 1:00 pm on Thursday, May 19, 2022

Questions Due Date: 4:00 pm on Thursday, May 26, 2022

Bid Opening: 1:00 pm on Friday, June 3, 2022

Anticipated Contract Award: Thursday, June 9, 2022

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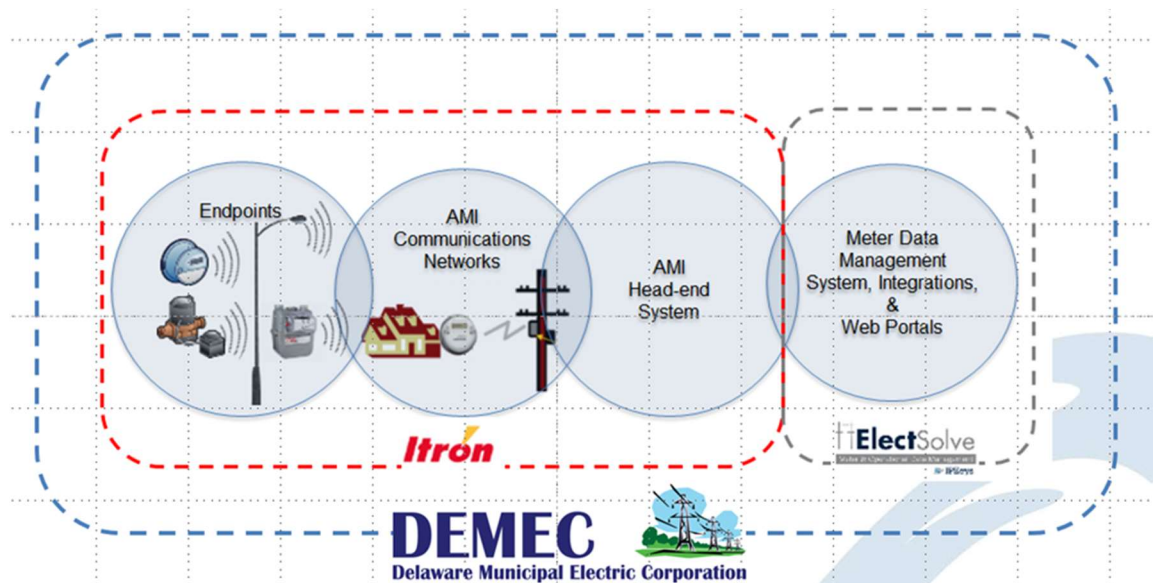
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I. General Information

a. Background Information

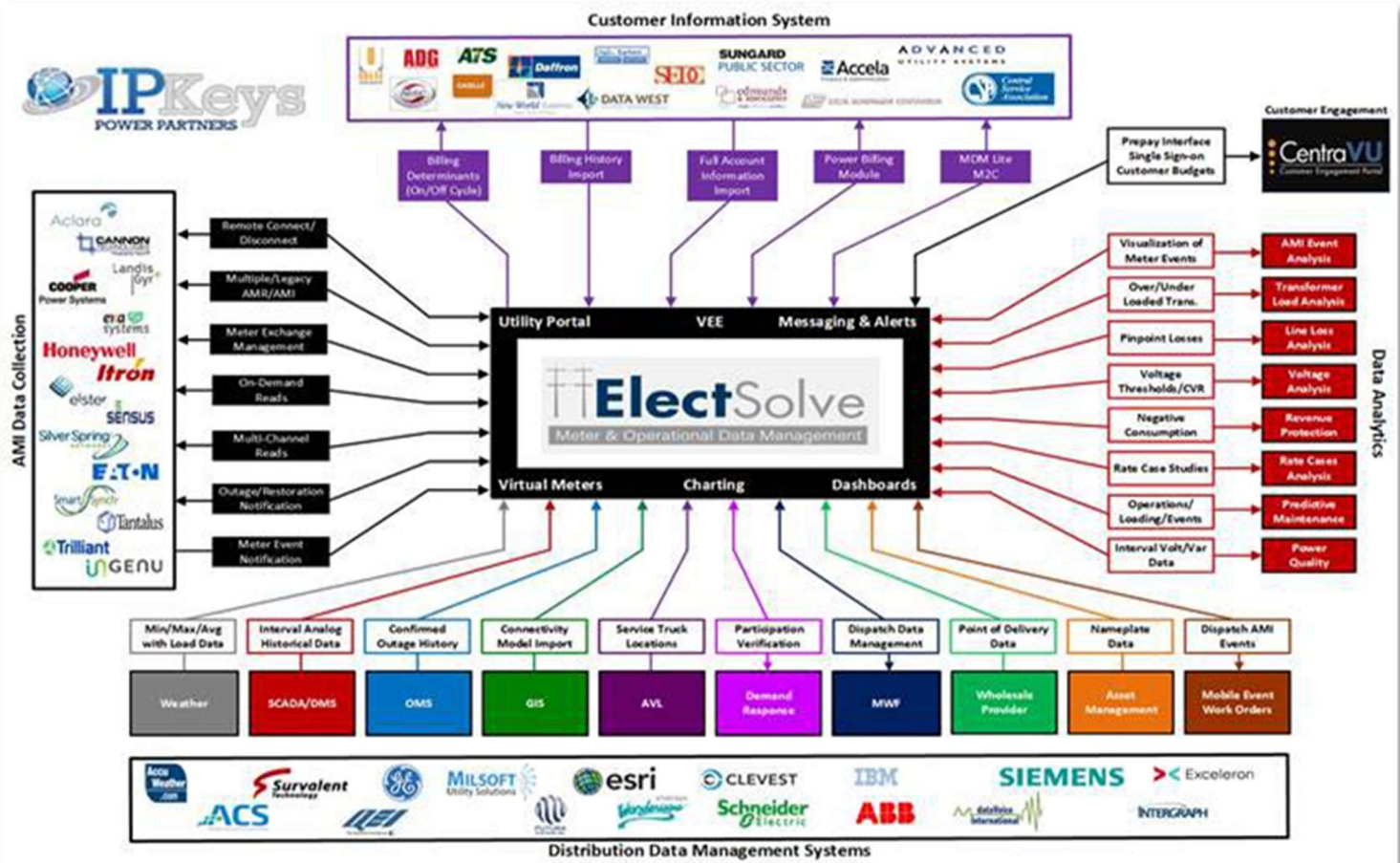
The Municipal Services Commission of the City of New Castle (MSC) has entered into an agreement with the Delaware Municipal Electric Corporation (DEMEC) for the procurement, deployment, operation, and support of a Digital Enablement Platform for its electric utility. Through this agreement, a Digital Enablement Platform built specifically for municipalities and municipal utilities on a pre-integrated Advanced Metering Infrastructure (AMI) and Meter and Operations Data Management Platform (MODMS) will be deployed for MSC's electrical utility.

The solution model for MSC's electric AMI system is illustrated by the graphic below.



The AMI & MODMS systems already being integrated is key to the solution selected for MSC's electric AMI Network and Head-End is Itron GenX Network and UtilityIQ AMI Head-End and MODMS is IPKeys ElectSolve which allows for interfacing with MSC's existing SCADA, OMS, GIS, CIS, and now AMI. The solution is built on the Microsoft .Net Framework and uses Microsoft SQL Server for the underlying database architecture. It utilizes object oriented methodologies, incorporates extensive use of web services to communicate between objects and modules within the framework and third party interfaced systems and utilizes a browser based UI that supports multiple version of; i.e. Mozilla, Chrome, and Safari. ElectSolve MODMS supports standard integration and interoperability methodologies such as CIM, MultiSpeak 3.x, 4.x, and 5.x, SOAP, XML, Restful APO's as well as traditional enterprise file based integration methods.

ElectSolve's MODMS Integration Overview is illustrated in the graphic below.



Examples of integrated platforms and products include:



b. **Contact information**

All questions and inquiries must be submitted in writing by 4:00 pm on Thursday, May 26, 2022 and should be directed to:

Scott Blomquist, General Manager
Municipal Services Commission
216 Chestnut Street
New Castle, DE 19720

Email: sblomquist@newcastlemsc.delaware.gov

c. **Mandatory Pre-Bid Meeting**

A mandatory pre-bid meeting will be held on Thursday, May 19, 2022 at 10 am via zoom. All interested offerors must attend the meeting in order to facilitate preparation of proposals. Firms interested in submitting a proposal must email Jay Guyer, Water Utility Manager, at guyerlj@newcastlemsc.delaware.gov by close of business on Wednesday, May 18, 2022 to receive log-in instructions for the meeting.

d. **Submission Deadline**

Offerors must submit four (4) copies of their proposal. **All proposals must arrive sealed at the Administration Building (216 Chestnut Street, New Castle, DE 19720) by 1:00 pm on Friday, June 3 at which time bids will be open and publically read.** Proposals received after that time will be returned unopened. It is the responsibility of the proposer to see his/her proposal is delivered to the Administration Building by the deadline. Proposals may be mailed or hand delivered. Faxed or emailed bids will not be accepted. All proposals must be in a sealed envelope with the following information clearly printed on the outside:

**THIS IS A SEALED BID FOR PROPOSAL FOR
MSC WATER METER REPLACEMENTS & AMI**

All materials submitted in response to this RFP shall become the property of the MSC upon delivery.

e. **Duration of Offer**

Proposals submitted in response to this solicitation are irrevocable for 90 days following the closing date. This period may only be extended with the proposer's written permission.

f. **Revisions to the RFP**

If it becomes necessary to revise this RFP, amendments will be provided to all prospective proposers that were sent this RFP or otherwise are known to have obtained this RFP. Acknowledgement of receipt of any revisions will be required. It is the responsibility of any proposer that did not receive this RFP directly from the MSC's Water Department to

notify the MSC of their interest in the project, including offerors who found the RFP on the MSC's website, in order to ensure they receive any revisions to the RFP.

g. **Cancellation of the RFP; Rejection of All Proposals**

The MSC may cancel this RFP, in whole or in part, or may reject any/all proposals submitted in response whenever this action is deemed to be in the best interest of the MSC.

h. **Proposal Acceptance; Discussions**

The MSC reserves the right to accept or reject any or all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities; and to conduct discussions with all qualified proposers in any manner necessary to serve the best interest of the MSC. The MSC also reserves the right, at its sole discretion, to award the contract based upon the written proposals received without prior discussions or negotiations.

i. **Presentation**

Proposers may be required to make individual written or oral presentations to MSC representatives in order to clarify their proposals.

j. **Incurred Expenses**

The MSC will not be responsible for any costs incurred by a proposer in preparing and submitting a proposal in response to this RFP.

k. **Proposal Form**

Proposals should be prepared simply and economically, providing a straight forward, concise description of the proposal for meeting the requirements of the RFP. Proposers shall be required to submit their proposed costs/fees using the form provided in Exhibit A, as well as returning signed copies of all certifications from the appendices of this RFP and certification they read understand and intend to comply with the terms of the RFP, including appendices.

l. **Access to Public Records Act Notice**

Technical trade secrets or proprietary information submitted in response to this RFP must be clearly labeled as "Confidential" and may not be disclosed unless required under the appropriate freedom of information statute. Proposers must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. If awarded, the RFP and all related documents and proposal submissions will become part of the contract award.

A redacted copy of your bid submission in electronic PDF (or similar format) shall be submitted with your proposal. A redacted copy is considered to be edited, modified, or otherwise revised, from which confidential, sensitive, and proprietary information has been removed. The redacted copy shall be for your Technical Proposal only.

This redacted copy will be used to respond to Freedom of Information Act requests in accordance with Delaware law. The MSC reserves the right to modify the redacted copy within its authority under the law. If a redacted copy is not provided, the MSC will assume that all information provided is public information that will be used to respond to any request under the Act.

m. Compliance with Law

By submitting an offer in response to this RFP, the offeror, if awarded agrees that it will comply with all federal, state, and local laws (including the Davis Bacon Wage Act) applicable to its activities and obligations.

n. Acceptance of the Terms and Conditions

By submitting an offer in response to this RFP, the offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth under the RFP unless otherwise clearly noted and explained in its proposal.

o. Agreement/Contract

Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the MSC and shall contain all applicable sections of the RFP. The MSC reserves the right to reject any agreement that does not conform to the RFP and the MSC's requirements for agreements and contracts.

The agreement shall be governed by the laws of the State of Delaware and the offeror shall agree to be subject to the jurisdiction of the courts of the State of Delaware. The language regarding jurisdiction in any boilerplate contract supplied by the offeror shall not supersede the jurisdiction requirement, and the offeror will be required to sign an "Agreement of Jurisdiction" with the Contract (Appendix B).

The successful offeror shall also provide the MSC a certificate of insurance naming the MSC as an additional insured in accordance with the Insurance Requirements in Appendix C.

The successful offeror shall be required to provide a performance bond in the amount of \$1 million. An irrevocable letter of credit issued by an insurance company or bank acceptable to the MSC may be substituted for a performance bond.

The successful offeror shall be required indemnify the MSC from any criminal/civil misconduct by their employees or subcontractors and to submit names and criminal background checks on all employees or subcontractors assigned to the project who will be working in MSC's customer's homes/businesses. All employees/subcontractors working in homes/businesses shall be required to be drug and alcohol screened and carry a bond or other crime insurance on such employees/subcontractors.

The MSC will hold a 10% retainage on payments for all work performed until the completion of the contract and acceptance of the final product.

p. **Failure to Deliver or Perform**

In the event the offeror fails to deliver the services covered by the contract and in accordance with the delivery dates stipulated in the contract, the MSC reserves the right to purchase on the open market those services covered in the bid proposal which the offeror has failed to deliver and shall deduct any additional costs incurred by the MSC as a result of such failure to deliver, from any money due to the offeror under the contract or other contracts with the MSC. The MSC reserves the right to charge as damages, the difference between the established price and the actual costs incurred by the MSC and to collect such charges from the offeror.

q. **Termination of Contract**

The MSC reserves the right to cancel the contract entered into as a result of this bid if, in its opinion, there shall be a failure on the part of the offeror at any time to perform faithfully any of the contract stipulations. Should the offeror fail to comply with contract stipulations, except for circumstances beyond its control, such as, but not limited to an Act of God, war, flood, and governmental restrictions, the MSC reserves the right to purchase the required services on the open market and charge the offeror with any excess costs, or to complete the required work at the expense of the offeror and to withhold any monies that may be due or become due and apply the same to any expenses or excess costs incurred by the MSC.

r. **Changes to the Contract**

The MSC may at any time make changes within the general scope of the contract in design or specifications to be delivered. The contract shall be modified in writing to reflect any equitable adjustment caused by any increase or decrease in the offeror's cost or time required for performance or change in scope of service.

s. **Data Given or Prepared by the MSC**

No reports, information, or data given to or prepared by the MSC for the successful offeror under the contract/agreement shall be made available to any person or firm without the prior written approval of the MSC.

t. **Billing and Payment**

Payment will be made to the offeror on a schedule agreed to with the contractor at the time of execution of a contract. In no case will work be prepaid. Progress billings will be permitted only if each task and the percentage of work completed on each task as well as a breakdown of cost by classification of employee is included on the invoice. As well as appropriate certifications of compliance with the Davis Bacon Wage act are provided.

II. **Scope of Services**

a. **General**

The MSC is soliciting proposals for a solution for its water utility to replace all existing meters in the distribution system with meters and required software that can be fully integrated with the ElectSolve AMI and MODMS systems the MSC is installing for its Electric Utility and the MSCs existing billing system, Tyler Technologies Incode 10. The

successful offeror will be required to perform installation services as detailed below of water meters (which includes documenting service line composition at each location where meters are replaced) and of required network infrastructure.

b. Requirements

1. The provider will be a firm authorized to do business in the State of Delaware that has experience working with municipally owned utilities.
2. The provider will assume the financial risk of any digital platform and technological investments.
3. The provider will deliver, operate, maintain and support a fully hosted digital platform which shall include:
 - a. Complete end-to-end meter-to-data center solution.
 - b. A production environment deploying the Itron GenX Network, Itron UtilityIQ Advanced Metering Infrastructure (AMI) software suite, pre-existing integration with the IPKeys Power Partner's ELeCtSolve Meter and Data Management System.
 - c. A demo/test environment deploying the Itron GenX Network, Itron UtilityIQ Advanced Metering Infrastructure (AMI) Head-End Software Suite, pre-existing integration with the IPKeys Power Partner's ELeCtSolve Meter and Data Management System.
 - d. A dedicated program manager with the responsibility and accountability for procurement, deployment, operations, management, and support of the Solution as a Service.
 - e. A dedicated project manager with the responsibility and accountability for the day to day management of the procurement and deployment of the Solution as a Service.
 - f. A dedicated staff to manage, maintain, and support the IPKeys Power Partner's ELeCtSolve MODMS on behalf of the MSC.
 - g. Dedicated separate primary and disaster recovery environments for the Itron GenX Network and UtilityIQ AMI Head-End.
 - h. Dedicated separate primary and disaster recovery environments for the IPKeys Power Partner's ELeCtSolve MODMS.
 - i. Services include but are not limited to:
 - i. Professional Services:
 1. Communication network design
 2. Component, equipment, and service acquisition
 3. Vendor/Subcontractor relationship management
 - ii. Deployment Services
 1. Communication network hardware installation and management
 2. Metering and field end-point hardware installation and management
 3. Integration to current MSC systems
 4. General project management and administration
 5. System testing and acceptance
 6. Training
 - iii. On-going Support Services

1. Communication network control (AMI Head-End) operations, management, and monitoring
 2. Cyber-security monitoring
 3. Long-term component system(s) hosting, maintenance, administration, and support
 4. Service Level Agreement (SLA) monitoring and reporting
 5. Field troubleshooting training and support
 6. Integration into future MSC systems
4. The Provider will have experience deploying, managing, operating, and supporting the proposed solution in active production environments with a minimum of (3) State of Delaware municipalities and/or municipal utility systems.
5. Network Equipment and Field Tools
- a. All equipment will be required to use the same Itron GenX Network and Itron GenX UtilityIQ AMI Head-End that is being deployed by the MSC and DEMEC for the MSC's electric utility.
 - b. The provider will procure and deploy the following Itron GenX Network Hardware:

Item	Itron Part No.	Qty
Itron GenX Cellular Access Point 5.0, USA, Verizon	200-005000	1
Itron GenX Relay 5.0, USA	210-005000	3
Itron Cellular Access Point Antenna	201-000050	2
Power Cable, 4.5 AP and Relay 4,5, 3-Pin Power R/A, 30 Ft, 14 AWG-BWG USA	202-450005	4
Backup Battery, ap4.5/5.0, 8AH	200-450009	4
Cable AP 4.5 Backup battery, 27 IN	202-450001	4
Access Point, SG, Mounting Kit, Wood Pole, Short Pole Arm	200-037009	4
Boomerang Antenna Accessory Mounting Kit	200-037040	4
Ligthing Arrestor, NM-NF	201-000101	4

- c. The provider will procure and deploy the following field tools:

Item	Itron Part No.	Qty
Itron Mobile Radio 2	IMR-0902-001	1
Annual Maintenance Itron Mobile Rado 2		10
Field Tools Software/FDM Tools Software		1
Annual Support Field Tools Software/FDM Tools Software		10

6. Water Meters, Encoded Registers, and External Communications Modules
- a. All water meters will be Badger meters with encoded registers with inline Itron connectors.
 - b. The provider will procure and deploy the following Badger water meters and registers:

Meter Description	Badger Part No.	Qty	Basement Install	Residential Pit Install	Vault Install	Spare Meter
5/8" x 3/4" Disc M25 5/8"(3/4x7-1/2), CI Btm 430SS-1, PL, SN Yr 9D & PBB, BMI STD	100-5797	2,237	1,953	145	39	100
REG 4, M25, HR-E, 4CXN2 Itron, PL Lid/Shrd-GRY, Trx Scrw, 8D-0.1 Gal, SN YR 9D in, ILC-25ft, BMI STD	100-9299	2,237				
1" Disc 70 1"(10-3/4), CI Btm 430SS-all, PL, SN Yr 9D & PBB, BMI STD	100-6172	80	31	4	7	38
REG 4, M70, HR-E, 4CXN2 Itron, PL Lid/Shrd-GRY, Trx Scrw, STD, 8D-0.1 Gal, SN YR 9D in, ILC-25ft, BMI STD (ID=B0A)	101-4266	80				
1.5" Disc M120 1-1/2"-ELL Dr w/TP, 430SS, SS, SN Yr 9D & PBB, BMI STD	100-5778	7	4	0	1	2
REG 4, M120, HR-E, 4CXN2 Itron, PL Lid/Shrd-GRY, Trx Scrw, 8D-1 Gal, SN YR 9D in, ILC-25ft, BMI STD	101-4268	7				
2" E – Series SS Ultrasonic 2" EL(17), Enc, 4CXN2 Itron, 9D-0.1 Gal, SN Yr 9D & PBB, ILC-25ft, BMI STD	100-4319	45	6	0	35	4
3" E – Series Ultrasonic 3" RND(17), TP Enc, 4CXN2 Itron, 9D-0.1 Gal, SN Yr 9D & PBB, ILC-25ft, BMI STD	104-4582	6	4	0	1	1
4" E - Series Ultrasonic 4" RND(20), TP Enc, 4CXN2 Itron, 9D-0.1 Gal, SN Yr 9D & PBB, ILC-25ft, BMI STD	103-7512	7	3	0	3	1

- c. The provider will procure and deploy the following Itron GenX 500W water modules. A mounting kit will be needed for every module:

Item	Itron Part No.	Qty
Itron GenX(5) 500W Water ERT Module – Pit Mount	ERW-1601-001	2,382
Itron 500W Rod/Wall Mount kit	CFG-1601-002	100
Itron 500W Remote Antenna Kit	CFG-0900-003	30
Itron Security Seal	MSC-0018-001	2500
Itron 500W Through Lid Mount Kit	CFG-1601-001	250

7. Professional Services and Installation

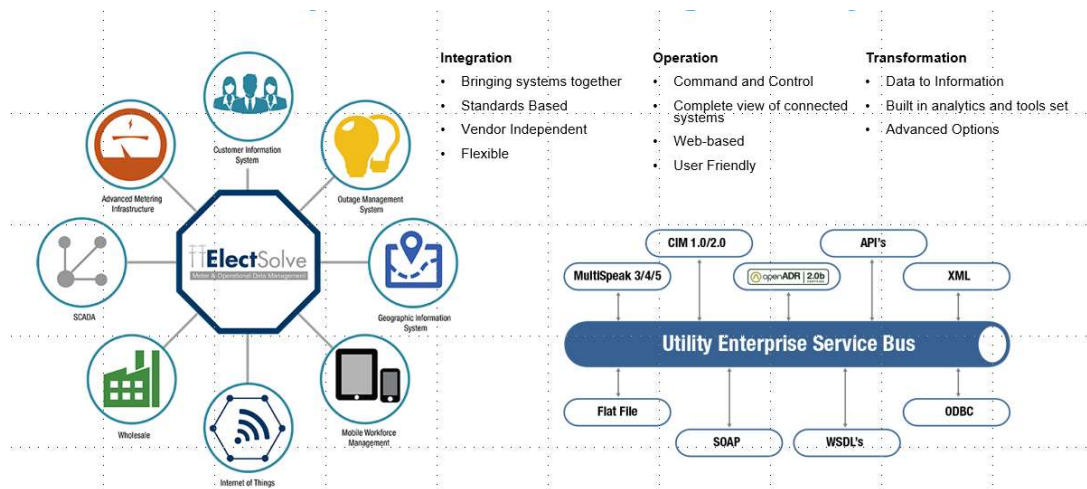
- a. The provider will procure and deliver all necessary professional services to complete deployment including:
- Project management

- ii. Itron professional services
 - iii. IPKeys Professional services
 - iv. Installation services management
 - v. Installation services mobilization
 - vi. VPN Tunnels, Firewalls, Setup and configuration
 - b. All installation services shall comply with prevailing wages for heavy construction effective March 15, 2021 for New Castle County, Delaware (see Appendix D).
 - c. Direct installation services must be priced on a per unit installed basis based on the meter descriptions and locations listed in 11(b)(6)(b)&(c) above.
 - d. Installation provider will be responsible for soliciting, scheduling, and tracking appointments for installations inside residences and/or businesses.
 - e. Installation provider will collect field data as required by the MSC, DEMEC and/or IPKeys Power Partners to facilitate mass meter data exchange.
 - f. Installation provider will collect at a minimum two photos during installation: (1) as found, pre installation and (2) as left, post installation.
 - g. Installation provider will document service line composition at each residential location.
 - h. Installation provider will document if there is a meter yoke and/or check valve/backflow preventer installed at each location where a 5/8" X 3/4" or 1" meter is replaced.
 - i. Installation provider will provide a web-based work order management system portal for use by the MSC and/or DEMEC for monitoring, reporting, and tracking mass meter deployment.
 - j. The installation provider will make at minimum three (3) attempts to contact each service location owner.
 - k. Installation provider will provide unit/total prices for the following additional services as applicable:
 - i. Run wire to exterior
 - ii. Freeze line
 - iii. Replace 3/4"-1" valve (labor only)
 - iv. Supply plumbing and/or wiring material
 - v. Appointment/Installation postcards
 - vi. Appointment/Installation door hangers
 - vii. Call Center Services
 - l. Installation provider will provide hourly prices for the following additional services:
 - i. Additional plumbing repairs
 - m. Installation provider will comply with MSC and City of New Castle, DE rules and regulations for personal safety equipment, personal identification, and vehicle identification.
 - n. Installation provider will be familiar with the installation of Itron GenX network gear and will participate in any training and/or network field visits as required by the MSC.
8. Integrations, Software, and Hosting Environments
- a. The provider will be responsible for engaging with and integrating to the IPKeys Power Partners Elect Solve Meter and Operational Data Management System in deployment to ensure end-to-end/meter-to-data

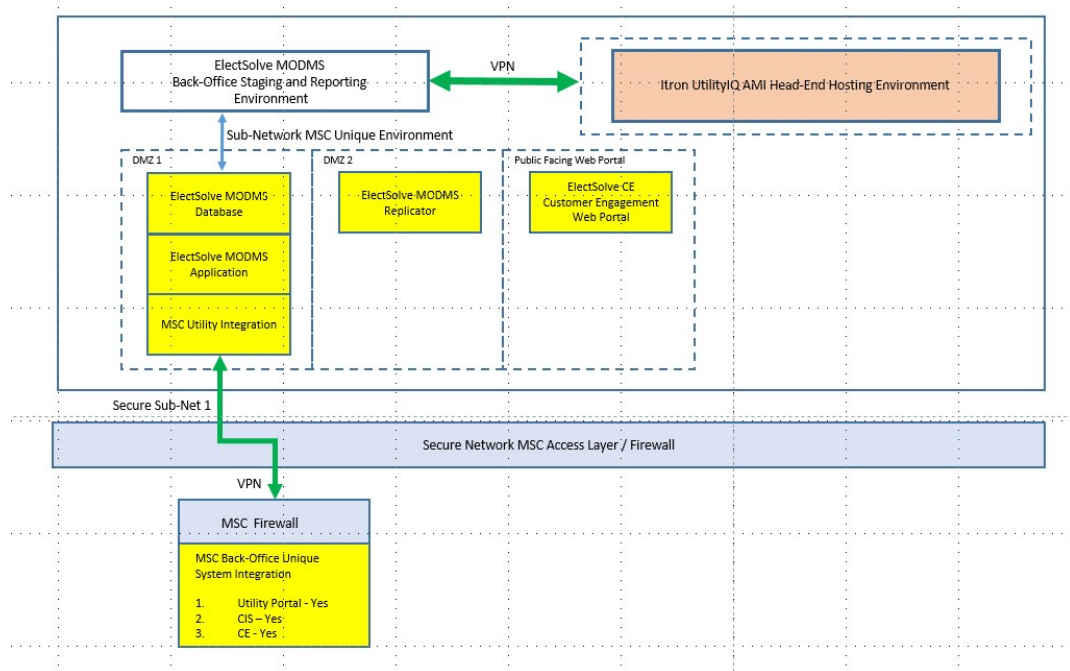
center deployments. Required integrations, applications and modules include:

Description	Notes
IPKeys ElectSolve Meter and Operational Data Management System Utility License	Utility Portal, Charting Module, Base GIS Module, Messaging & Alerts Module, Validation, Editing, and Estimating Module, Virtual End Points Module, Import/Export Module, User Administration Module
CIS Billing Module “Meter-to-cash”	
Advanced CIS Billing Integration	
Meter Exchange File Management Module	
JAA Wholesale Meter Data Interface Module	
ElectSolveCE Consumer Engagement Module	

- b. The provider will adhere to the IPKeys Power Partners’ ElectSolve Meter and Operational Data Management System architecture as outlined below:



- c. The provider will adhere to and integrate with the deployed environment as outlined below:



III. Proposal Requirements

a. General Requirements

Submission of Proposals

- Technical Proposal to include the following:
 - Title Page – Title page showing the request for proposal subject, the firm's name; the name, address, and telephone number of the contact person and the date of the proposal.
 - Transmittal Letter – A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work as described in the RFP and why the firm believes itself to be best qualified.
 - Detailed Proposal – The detailed technical proposal should follow the order set forth below in section III(b).
- Cost proposal to include the following:
 - Completed Schedule – Appendix A (Schedule of Fees and Expenses for all Services).
- Proposers should send both completed proposals to the address in Section I(b) and marked as required by Section I(d).

b. Technical Proposal

1. General Requirements

The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of the offeror to undertake the project in conformity with the requirements of this request for proposal. As such, the substance of the proposal will carry more weight than the its form or manner of presentation. The

Technical Proposal should demonstrate the qualifications of the firm and any subcontractors to be assigned to this project. It should also specify the approach that will be used to meet the request for proposal requirements.

The Technical Proposal should address all the points outlined in the request for proposal. It should be prepared simply and economically, providing a straight forward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposal. While additional data may be presented, the following information included in items 2-6 must be included. They represent the criteria against which the proposal will be evaluated.

2. Qualifications and Experience
Proposer should state its size and experience with similar projects, number of staff to be assigned to the project and any training/experience installers will have.
3. Authorization to conduct business in the State of Delaware
4. Prior work completed for the MSC
List separately all work completed for the MSC within the last 5 years
5. Similar projects with other municipalities/municipally owned utilities
Firms must provide references of a least three (3) projects for entities in Delaware.
6. Specific project approach
The offeror should describe their approach to the project and why they feel it is the best way to proceed.

c. Cost Proposal

Cost proposals should include total all-inclusive maximum price for each category listed on Schedule of Fees and Expenses for all Services (Appendix A). The Total all-inclusive maximum price to be bid is to contain all direct and indirect costs, including out-of-pocket expenses.

IV. Evaluation Procedures

a. Review of Proposals

A committee will evaluate each technical proposal. The Committee will use a point formula during the review process to score proposals. Each member will score technical proposals independently after which scores for each of the criteria outlined in IV(b) below will be averaged together to come to a composite technical score.

After the composite technical score for each firm has been established, the fee proposals will be scored based on the price of the bid. The maximum score for cost will be assigned to the offeror offering the lowest total all-inclusive maximum price. Appropriate fractional scores will be assigned to other proposers.

b. Evaluation Criteria

Proposals will be evaluated using three sets of criteria. Offerors meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price. The following represent the principal selection criteria that will be considered during the evaluation process.

1. Mandatory Elements

- Offeror is authorized to perform work in the State of Delaware.
- The offeror will comply with Davis Bacon Wage Requirements.
- The offeror adhered to the instructions in this request for proposal in submitting their proposal.
- The offer has the ability to integrate with the IPKeys, ElectSolve, and Tyler Technologies solutions currently used by the MSC.

2. Technical Qualifications – (Maximum Points – 60)

- Offeror's past experience (10 points)
- Software solutions offered will meet the needs of the MSC (15 points)
- Offeror provides hosted environment, multiple offsite backups, and cyber-security monitoring and disaster recovery. (10 points)
- Offeror has the ability to source required hardware/materials in a timely manner and can perform the work in a reasonable amount of time. (10 points)
- Integration with IPKeys, ElectSolve, and Tyler Technologies solutions has already been developed and deployed at other municipalities/municipally owned utilities (versus integration is possible but has not been developed or tested at other utilities). (15 points)

3. Price (Maximum Points – 40).

COST WILL NOT BE THE PRIMARY FACTOR IN MAKING AN AWARD.

Appendix A: Schedule of Fees and Expenses for All Services

Name of Firm: _____ Date: _____

Authorized Representative: _____ Title: _____

Project Management/Professional Fees \$ _____

Year 1 Software Fees: (including integration, implementation,
data conversion & all other costs) \$ _____

Years 2-9 Ongoing Software Fees: \$ _____

Water meters, Encoded Registers &
External Communications Modules \$ _____

Network infrastructure/Communications:
Hardware and installation services \$ _____

Installation Services: by meter size and location
see detail on next page \$ _____

Installation Services: communications with customers
Mailings, door hangers, call center,
appointment scheduling \$ _____

Mobilization \$ _____

Demobilization \$ _____

Total All Inclusive Maximum Cost for Project* \$ _____

*Other installation Services, see detail on next page,
NOT INCLUDED IN ALL INCLUSIVE MAXIMUM COSTS*

Offeror must complete the detail section on the next page for installation services.

Signature

Date

Detail of Per Unit Installation Services by meter size and location

Size & Location	Per Unit Cost	Qty	Extended Cost
5/8"x3/4" Disc Basement	\$	1953	\$
5/8"x3/4" Disc Pit	\$	145	\$
5/8"x3/4" Disc Vault	\$	39	\$
1" Disc Basement	\$	31	\$
1" Disc Pit	\$	4	\$
1" Disc Vault	\$	7	\$
1.5" Disc Basement	\$	4	\$
1.5" Disc Vault	\$	1	\$
2" Compound Basement to 2" E – Series SS Ultrasonic	\$	6	\$
2" Compound Vault to 2" E – Series SS Ultrasonic	\$	35	\$
3" Compound Basement to 3" E – Series Ultrasonic	\$	4	\$
3" Compound Vault to 3" E – Series Ultrasonic	\$	1	\$
4" Compound Basement to 4" E – Series Ultrasonic	\$	3	\$
4" Compound Vault to 4" E – Series Ultrasonic	\$	3	\$
Total Extended Cost			\$

Detail of Per Unit Other Installation Services

Task	Per Unit Cost
Run wire to exterior	\$
Freeze line	\$
Replace ¾"-1" valve (labor only)	\$
Supply plumbing and wiring material	\$

Appendix B: Agreement of Jurisdiction

Agreement of Jurisdiction

Governing Law; Consent to Jurisdiction. This procurement shall be governed by the laws of the State of Delaware, and the parties submit to the jurisdiction of the courts of the State of Delaware. This agreement may not be modified.

VENDOR NAME: _____

REPRESENTATIVE: _____

TITLE: _____

VENDOR TAX ID: _____

VENDOR ADDRESS: _____

VENDOR TELEPHONE: _____

AUTHORIZED SIGNATURE: _____

DATE & TIME: _____

Return completed copy with response to Request for Proposal.

Appendix C: Insurance Requirements

The Municipal Services Commission of the City of New Castle shall be listed as an additional insured by the successful offeror and all subcontractors assigned to the project.

Upon award of the contract, the offeror shall submit evidence of required insurance coverage on Accord25 form "Certificate of Insurance" which shall be modified to state: "All policies of insurance shown on this form will not be canceled or materially changed or renewal refused until at least 30 days' prior written notice has been given to Owner and Engineer and to each other additional insured." A similar requirement will be had of all subcontractors the successful offeror employs on the project.

The limits of liability insurance required by the contract shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations.

Type of Coverage	Minimum Limits
Workmen's Compensation (including coverage under United States Longshoremen's and Harbor Workers Act, where applicable) and Employer's Liability	
Each Accident	\$ 100,000
Disease, Each Employee	\$ 100,000
Disease, Aggregate	\$ 500,000
Commercial General Liability, including the following	
Each Occurrence	\$1,000,000
Contractual Liability	\$1,000,000
Damage to Rented Premises (each occurrence)	\$1,000,000
Med Exp (any one person)	\$ 5,000
Personal & Adv Injury	\$1,000,000
General Aggregate	\$2,000,000
Products – Comp/OP AGG	\$2,000,000
Automobile Liability (any auto)	
Combined Single Limit (each accident)	\$1,000,000
Excess/Umbrella Liability	
Each occurrence	\$2,000,000
Aggregate	\$2,000,000
Professional Liability	\$1,000,000

If an offeror has lower underlying coverage than required above, they may provide additional minimum coverage by excess or umbrella form.

Offeror's insurance agent shall indicate on the insurance certificate or by separate letter that limits the required herein and shown on the certificate have not been reduced by an outstanding claim.

Appendix D: Davis Bacon Wage Act (Prevailing Wage Certification)

STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
OFFICE OF LABOR LAW ENFORCEMENT
PHONE: (302) 761-8200

Mailing Address:
4425 North Market Street
3rd Floor
Wilmington, DE 19802

Located at:
4425 North Market Street
3rd Floor
Wilmington, DE 19802

PREVAILING WAGES FOR **HEAVY CONSTRUCTION** EFFECTIVE MARCH 15, 2021

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	23.83	20.96	45.58
BOILERMAKERS	84.22	34.63	63.53
BRICKLAYERS	74.36	63.85	26.86
CARPENTERS	57.31	57.31	45.55
CEMENT FINISHERS	47.01	26.26	19.56
DIVER	89.40		
DIVER TENDER	96.21	Contact DDOL	Contact DDOL
ELECTRICAL LINE WORKERS	79.43	79.01	69.72
ELECTRICIANS	74.70	74.70	74.70
GLAZIERS	22.02	19.12	12.95
INSULATORS	61.48	61.48	61.48
IRON WORKERS	70.81	65.73	68.54
LABORERS	50.55	50.55	50.55
MILLWRIGHTS	78.38	78.38	63.08
PAINTERS	88.16	88.16	88.16
PILEDRIVERS	81.12	42.44	33.02
PLASTERERS	20.73	18.02	12.17
PLUMBERS/PIPEFITTERS/STEAMFITTERS	94.38	83.94	19.30
POWER EQUIPMENT OPERATORS	75.29	74.19	75.29
SHEET METAL WORKERS	33.13	20.56	19.31
SPRINKLER FITTERS	35.72	13.52	11.20
TRUCK DRIVERS	35.92	22.23	24.01

CERTIFIED: *03/10/2022*

BY: *[Signature]*

ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

NOTE: THESE RATES ARE PROMULGATED AND ENFORCED PURSUANT TO THE PREVAILING WAGE REGULATIONS ADOPTED BY THE DEPARTMENT OF LABOR ON APRIL 3, 1997.
CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 761-8200.
NON-REGISTERED APPRENTICES MUST BE PAID THE MECHANIC'S RATE.

PROJECT: 2021-007625-SCHED Advanced Metering Infrastructure Installation
County



Appendix E: American Iron and Steel (ASI) Requirement

Consolidated Appropriations Act, 2014 (Act), includes an “American Iron and Steel (AIS)” requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through an assistance agreement.

Implementation:

The Act states:

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j–12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

Iron / Steel Products:

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

Lined or unlined pipes or fittings;
Manhole Covers;
Municipal Castings (defined in more detail below);
Hydrants;
Tanks;
Flanges;
Pipe clamps and restraints;
Valves;
Structural steel (defined in more detail below);
Reinforced precast concrete; and
Construction materials (defined in more detail below).

'Primarily iron or steel' places constraints on the list of products above. For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by cost. If one of the listed products is not made primarily of iron or steel, United States (US) provenance is not required.

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Often, other metals are added to give steel a particular property, such as chromium and nickel to make it stainless.

Production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States,

with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin.

Municipal Castings :

Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

- Access Hatches;
- Ballast Screen;
- Benches (Iron or Steel);
- Bollards;
- Cast Bases;
- Cast Iron Hinged Hatches, Square and Rectangular;
- Cast Iron Riser Rings;
- Catch Basin Inlet;
- Cleanout/Monument Boxes;
- Construction Covers and Frames;
- Curb and Corner Guards;
- Curb Openings;
- Detectable Warning Plates;
- Downspout Shoes (Boot, Inlet);
- Drainage Grates, Frames and Curb Inlets;
- Inlets;
- Junction Boxes;
- Lampposts;
- Manhole Covers, Rings and Frames, Risers;

Meter Boxes;
Steel Hinged Hatches, Square and Rectangular;
Steel Riser Rings;
Trash receptacles;
Tree Grates;
Tree Guards;
Trench Grates; and
Valve Boxes, Covers and Risers.

Structural steel is rolled flanged shapes, having at least one dimension of their cross-section 3 inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zeeks. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered "structural steel". This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners, welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, gates, and screens.

The following examples are NOT considered construction materials: gear reducers, drives, mixers, heat exchangers, pumps, motors, blowers/aeration equipment, meters, variable frequency drives (VFDs), valve actuators, controls, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, disinfection systems, belt presses, HVAC (excluding ductwork), water heaters, generators, cabinetry and housings, lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, and analytical instrumentation.

For purposes of construction of the project, yes, welding rods are a construction material and must be produced in the US. Additionally, if welding rods are used in the production of a listed product, that welding rod used by a manufacturer, fabricator, etc., must also be produced in the US.

While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing rebar must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. If the reinforced concrete is cast at the construction site, the reinforcing rebar is considered to be a construction material and must be produced in the US.

Compliance Documentation:

In order to ensure compliance with the AIS requirement, the step certification process shall be used. The step certification process is a method used to ensure adherence to AIS requirements and establish accountability.

Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. A step certification is a process under which each handler (supplier, fabricator, manufacturer, processor, etc) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification can be quite simple. It should include the name of the manufacturer, the location of the manufacturing facility where the product or process took place (not its headquarters), a description of the product or item being delivered, and a signature by a manufacturer's responsible party.

Alternatively, the final manufacturer that delivers the iron or steel product to either the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the US. While this type of certification may be acceptable, it does not provide the same degree of assurance. Additional documentation may be needed if the certification is lacking important information.

Sample Certification for Step Certification Process

The following information is provided as a sample letter of step certification for Buy America compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: Buy America Step Certification for Project (XXXXX-XXXXXXA)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

Appendix F: Drinking Water State Revolving Fund Program Requirements

I



Delaware Health and Social Services



Office of Engineering

Drinking Water State Revolving Fund (DWSRF)

Program Requirements

DRINKING WATER STATE REVOLVING FUND

PROGRAM REQUIREMENTS

PART A:

Prevailing Wage Regulations

The Project or Program to which the work covered by this contract pertains to is being assisted by the State of Delaware and the following provisions are included in this Contract pursuant to the provisions applicable to such SRF Program. Loan Recipients or engineering representatives are to notify the State of Delaware Department of Labor to verify the appropriate wage determination before they go out for competitive bidding. A copy of the Delaware Prevailing Wage Regulations may be obtained from the State of Delaware Department of Labor by calling **(302) 761-8200** or by writing to this address:

State of Delaware
Department of Labor
225 Corporate Blvd. Suite 104
Newark, De 19702

As of 2010 all DWSRF projects will also be required to pay wage rates according to Davis-Bacon wage rates and/or Delaware State wage rates. When considering which rate to use for a classification the higher of the two rates shall be used. If only one of the wage rates has the classification for the job task that is the rate to be used.

The Davis Bacon wage rate determination can be obtained at:

<http://www.gpo.gov/davisbacon/>

DRINKING WATER STATE REVOLVING FUND

PROGRAM REQUIREMENTS

PART B:

Equal Employment Opportunity

I. Executive Order 11246 (Contracts/subcontracts above \$10,000)

(A). During the performance of this contract, the contractor and all subcontractors agree as follows:

(1). The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

(2). The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3). The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4). The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5). The contractor will furnish all information and reports required by the Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant to thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6). In the event of the contractors' noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7). The contractor will include the portion of the sentence immediately preceding Paragraph (1) and the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided; however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

DRINKING WATER STATE REVOLVING FUND
PROGRAM REQUIREMENTS

PART C:
Notice to Prime Contractor of Requirement for Certification of
Nonsegregated Facilities

Bidders and offerers are cautioned as follows: By signing this bid or offer, the bidder or offerers will be deemed to have signed and agreed to the provisions of the “Certification of Nonsegregated Facilities” in this solicitation. The certification provides that the bidder or offerer does not maintain or provide for his employees’ facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that he will not maintain such segregated facilities.

DRINKING WATER STATE REVOLVING FUND PROGRAM REQUIREMENTS

PART D: Construction Contractors Requirements

(1). Whenever the contractor or any subcontractor at any tier subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract, the provisions of these specifications and the Notice to which contains the affirmative action goals for minority and female participation, as is set forth in the solicitations from which this contract resulted.

(2). The fair share objective for the Delaware State Revolving Fund Program is as follows:

Statewide – 16% MBE / 8% WBE

(3). The MBE/WBE goals set forth in the contract are shown in #2 above. The contractor shall make every reasonable attempt to achieve the goals as stated. When so notified by the owner, the apparent low bidder shall provide a listing of MBE's and WBE's he proposes to use on this project. Should the bidder fail to meet the aforementioned objectives, he shall provide complete documentation which demonstrates the positive efforts taken. Failure to satisfy this requirement to the satisfaction of the owner shall constitute a non-responsible bid and shall be cause for the owner to reject the bid.

(4). The contractor shall implement the specific six affirmative steps as provided in the Special Notice under the Instructions to Bidders section of these specifications.

(5). The contractor and all subcontractors must maintain documentation and records of all solicitations of offerers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations. Within 21 days of the determination of the apparent low bidder, the contractor must furnish to the Loan Recipient all pertinent documentation, which evidences or documents a good faith effort in MBE/WBE solicitation and projected utilization. Failure to comply with the submission of appropriate MBE/WBE documentation may result in the determination of a bidder as non-responsible and shall cause for the bid to be rejected.

(6). Immediately following the award of contracts and continuing through the constructions state, all records of MBE/WBE utilization shall be maintained and reported in accordance with the Department of Commerce Form SF-334. A MBE/WBE Utilization Report Form SF-334 shall be completed and submitted to the Loan Recipient on a calendar year quarterly basis during the construction period. Please see the attached Instruction to Bidders/Offerers for MBE/WBE Requirements.

**Instruction to Bidders/Offerers:
Minority Business and Women’s Business Enterprise (MBE/WBE)
Requirements of 40 CFR 33.240**

Bidder/Offerer Responsibilities:

- A. Affirmative Steps: Activities during preparation of bids and offers. Bidders/Offerers shall take affirmative steps in compliance with the regulations, prior to submission of bids or closing data for receipt of initial offers, to encourage participation in projects by MBEs and WBEs. Such efforts include:
- (1). Establish and maintain a current solicitation list of minority and female recruitment sources, and assure MBEs and WBEs are solicited once they are identified.
 - (2). When feasible, segmenting total work requirements to permit maximum MBE/WBE participation and establish delivery schedules to encourage MBE/WBE participation.
 - (3). Assuring that MBEs and WBEs are solicited whenever they are potential sources of goods or services. This step may include:
 - a. Sending letters or making other personal contact with MBEs, WBEs, private agencies and state associations (e.g., those whose name appears on lists prepared by the recipient and other MBE/WBE known to the bidder/offerer). MBEs and WBEs should be contacted when other potential subcontractors are contacted, within reasonable time prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:
 - (i) Specific description of the work to be contracted;
 - (ii) How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation.
 - (iii) Date the quotation is due to the bidder/offerer
 - (iv) Name, address, and phone number of the person in the bidder/offerer’s firm whom the prospective MBE/WBE subcontractor should contact for additional information.
 - b. Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprises of the U.S. Department of Commerce, or the list by DELDOT in Dover, DE.

- B. Bidders/Offerers must demonstrate compliance with MBE/WBE requirements to be deemed responsible. Demonstration of compliance may include the following information; however, the recipient may specify other methods of demonstrating compliance:
- (1). Names, addresses, and phone numbers of MBE/WBEs expected to perform work;
 - (2). Work to be performed by the MBEs and WBEs;
 - (3). Show dollar amount of work to be performed by MBEs and show dollar amount to WBEs separately.
 - (4). Description of contacts to MBE and WBE organizations, agencies, and associations which service MBEs/WBEs, including names of organizations, agencies, and associations and dates of contacts.
 - (5). Descriptions of contacts to MBEs and WBEs, including number of contacts, fields, (i.e., equipment or material supplier, excavators, transport services, electrical subcontractors, plumbers, etc.), and dates of contact.
- C. Successful bidders/offerers should take responsible affirmative steps to subcontract with MBEs and WBEs whenever additional subcontracting opportunities arise during the performance of the contract.

DRINKING WATER STATE REVOLVING FUND
PROGRAM REQUIREMENTS
SPECIAL INSERT

For insertion into the Instructions for Bidders

This is to advise bidders of the requirements of this program regarding the “affirmative steps” necessary to be deemed a responsive and responsible bidder.

The Federal Register Part 40 CFR 33.240 requires these “affirmative steps” in procurement actions to assure that MBE and WBE firms are awarded a fair share of subagreements:

- (1). Including qualified small, minority, and women’s business solicitation lists.
- (2). Assuring that small, minority, and women’s businesses are solicited whenever they are potential sources.
- (3). Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small, minority, and women’s businesses.
- (4). Establishing delivery schedules, where the requirements of the work permit which will encourage participation by small minority and women’s businesses.
- (5). Using the services and assistance of the Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce.
- (6). Requiring each party to a subagreement to take the affirmative steps in 1 through 5 above.

**DRINKING WATER STATE REVOLVING FUND
PROGRAM REQUIREMENTS**

PART E:

Civil Rights Act of 1964

The contractor and any subcontractors shall not, on the grounds of race, color, or national origin, or sex, exclude from participation in, deny the benefits of, or subject to discrimination, any person under any program or activity receiving Federal financial assistance.

PART F:

**Section 13 of PL 92-500; Under the Federal Water Pollution
Control Act; Rehabilitation Act of 1973; PL 93-112; And Age
Discrimination Act of 1975**

The contractor and any subcontractors shall not on the ground of race, color, national origin, or sex, exclude from participation in, deny the benefits of, or subject to discrimination any person or activity funded in whole or in part with Federal funds. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to any otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program of activity.

DRINKING WATER STATE REVOLVING FUND PROGRAM REQUIREMENTS

PART G: Compliance with Section 306 of the Clean Air Act and Section 508 of the Clean Water Act

(Contracts and Subcontracts in Excess of \$10,000)

The contractor agrees that:

- 1.) Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
- 2.) The contractor and subcontractors will comply with all requirements of Section 306 of the Clean Air Act, as amended, and Section 508 of the Clean Water Act, as amended, and all regulations and guidelines issued thereunder.

PART H: Suspension and Debarment and Other Responsibility Matters

The Project or Program to which the work covered by this contract pertains to is being assisted by the State of Delaware and the following provision is included in this Contract pursuant to the provisions applicable to such SRF Program. Loan Recipients or engineering representatives are to refer to the “List of parties exclude from Federal Procurement and Nonprocurement Programs” to insure that the contractor or subcontracts are not on this list. A copy of the list may be obtained from the world wide web at www.sam.gov/portal/SAM/#1#1 or by calling (202) 512-1800 or by writing to this address:

Superintendent of Documents
U.S. Government Printing Office
Washington, DC
20402

DRINKING WATER STATE REVOLVING FUND PROGRAM REQUIREMENTS

PART I: PROJECT SIGN

- 1.) The contractor shall provide and erect a sign at a prominent location at each construction site. The sign and location shall be approved by the Engineer. The sign shall be prepared in accordance with the attached detailed instructions. It shall be the responsibility of the Contractor to maintain the sign in good condition throughout the life of the project.
- 2.) The sign wording shown on the attachment is for example only and must be adapted to suit each project. The Contractor shall be responsible for obtaining the appropriate wording from the Engineer.

PART J: ACCESS TO PROJECT SITE

- 1.) The Contractor shall allow representatives of U.S. EPA, and State of Delaware DHSS-ODW access to the project site.